

A.G. Contract No. KR98-2370TRN  
ECS File No: JPA 98-176  
Project: Santan, 56th Street-Price Drainage  
Section: Phase II (Pecos Road, between  
McClintock Road and Country Club Way)  
TRACS No.: H 4314 03C

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF CHANDLER

THIS AGREEMENT is entered into 6 May, 1999 pursuant to Arizona Revised Statutes Sections 11-951 through 11-954 as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF CHANDLER acting by and through its CITY COUNCIL, (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 and City Charter, Article I, Section 1.03 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to the State's planned construction of the Santan Freeway (the "Freeway"), the State has acquired the right of way and several homes that have been removed in the area between McClintock Road and Country Club Way, (the site for the Freeway and its facilities). The remaining sections of Pecos Road and Los Feliz Drive, as well as three (3) cul-de-sacs, shown on Exhibit "A", attached hereto and made a part hereof, will have to be removed prior to the construction of Phase III of the Southeast Valley Regional Drainage System (SEVRDS), a channel that parallels the Freeway.

4. The City and the State agree the work will consist of, but not be limited to: the removal of pavement, curbs and sidewalks within the State's right of way; construction of cul-de-sacs at Pecos Road and Los Feliz Drive; and the reconstruction of the intersection of Kesler Lane and Geronimo Street, herein referred to as the "Project", at an estimated cost of \$270,000.00. There will be no utility location or relocation, nor landscaping. The purpose of this agreement is to define each parties responsibilities.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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NO. 23/93  
Filed with the Secretary of State  
Date Filed: 05/06/99  
Betty Bayless  
Secretary of State

B. Vicky D. Harnwood

## **II. SCOPE OF WORK**

### **1. The City will:**

a. Provide design plans, specifications and such other documents and services required for construction bidding and construction of the Project to the State for review and comment.

b. Call for bids and award one or more construction contracts for the Project, administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation attributable to the City.

c. Complete construction before October 1, 1999.

d. During Fiscal Year 2000, invoice the State for the actual cost of design and construction of the Project, an amount estimated at \$270,000.00.

e. Upon completion of the Project, operate and maintain city streets.

### **2. The State will:**

a. Review design plans, specifications and such other documents required for construction of the Project, make comments as appropriate. Inspect the Project upon completion.

b. Be responsible for any contractor claims for extra compensation attributable to the State.

c. During Fiscal Year 2000, within 30 days after receipt and approval of an invoice, pay the City for the actual cost of design and construction of the Project, an amount estimated at \$270,000.00.

## **III. MISCELLANEOUS PROVISIONS**

1. This agreement shall remain in force and effect until completion of the Project, and the payment is made by the State to the City; provided, however, that this agreement, may be cancelled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party. Should the State cancel the Project prior to completion, the State will be responsible for all costs incurred by the City up to the time of cancellation. Should the City cancel the Project prior to completion, the City will be responsible for all costs incurred up to the time of cancellation.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:


Arizona Department of Transportation  
Joint Project Administration  
205 South 17th Avenue, Mail Drop 616E  
Phoenix, AZ 85007

City of Chandler  
City Manager  
200 E. Commonwealth Avenue  
Chandler, AZ 85225-5595

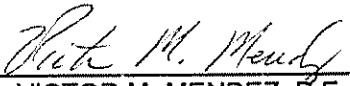
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

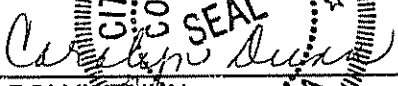
**CITY OF CHANDLER,**


  
\_\_\_\_\_  
JAY TIBSHRAENY  
Mayor 3/19/99

**STATE OF ARIZONA**  
Department of Transportation

  
\_\_\_\_\_  
VICTOR M. MENDEZ, P.E.  
Assistant State Engineer

ATTEST:

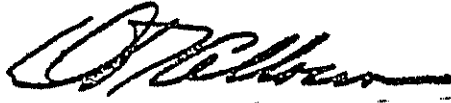
By   
\_\_\_\_\_  
CAROLYN DUNN  
City Clerk

 3-99

RESOLUTION

BE IT RESOLVED on this 15th day of October 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Chandler, for the purpose of defining responsibilities related to the intersection improvements remaining at Kesler Lane and Geronimo Street and the removal of pavement, curbs and sidewalks, and construction of cul-de-sacs at Pecos Road and Los Feliz Drive.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID R. ALLOCCO, P.E.  
Assistant State Engineer  
Engineering Technical Group

for MARY E. PETERS, Director

## RESOLUTION No. 3004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR FUNDING OF ROADWAY IMPROVEMENTS WITHIN THE HEARTHSTONE SUBDIVISION ALONG THE SANTAN FREEWAY AT AN ESTIMATED COST OF \$270,000

WHEREAS, the City of Chandler and the Arizona Department of Transportation (ADOT) are in need of removing abandoned streets and constructing cul-de-sacs within the Hearthstone Subdivision, and;

WHEREAS, ADOT has obligated funds for the improvements in FY2000; and

WHEREAS, an intergovernmental agreement is required by the City and ADOT to specify the responsibilities between the parties; and

WHEREAS, an intergovernmental agreement is needed to enable ADOT to reimburse the City for City's advancement of this work;

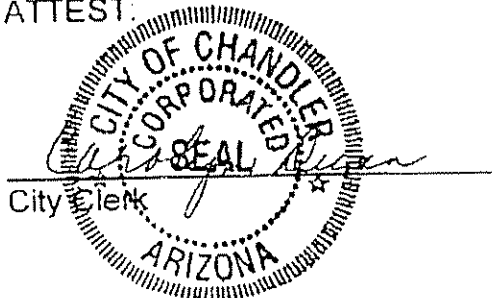
NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Chandler, Arizona, as follows:

Section 1. That the Intergovernmental Agreement is substantially the form attached hereto, is hereby approved, and

Section 2. That the Mayor of the City of Chandler is hereby authorized to execute said Agreement.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this 11 day of March, 1999.

ATTEST:



City Clerk

A handwritten signature in black ink, which reads "Jay Liberman". The signature is written over a horizontal line. Below the line, the word "Mayor" is printed.

Mayor

Resolution No. 3004

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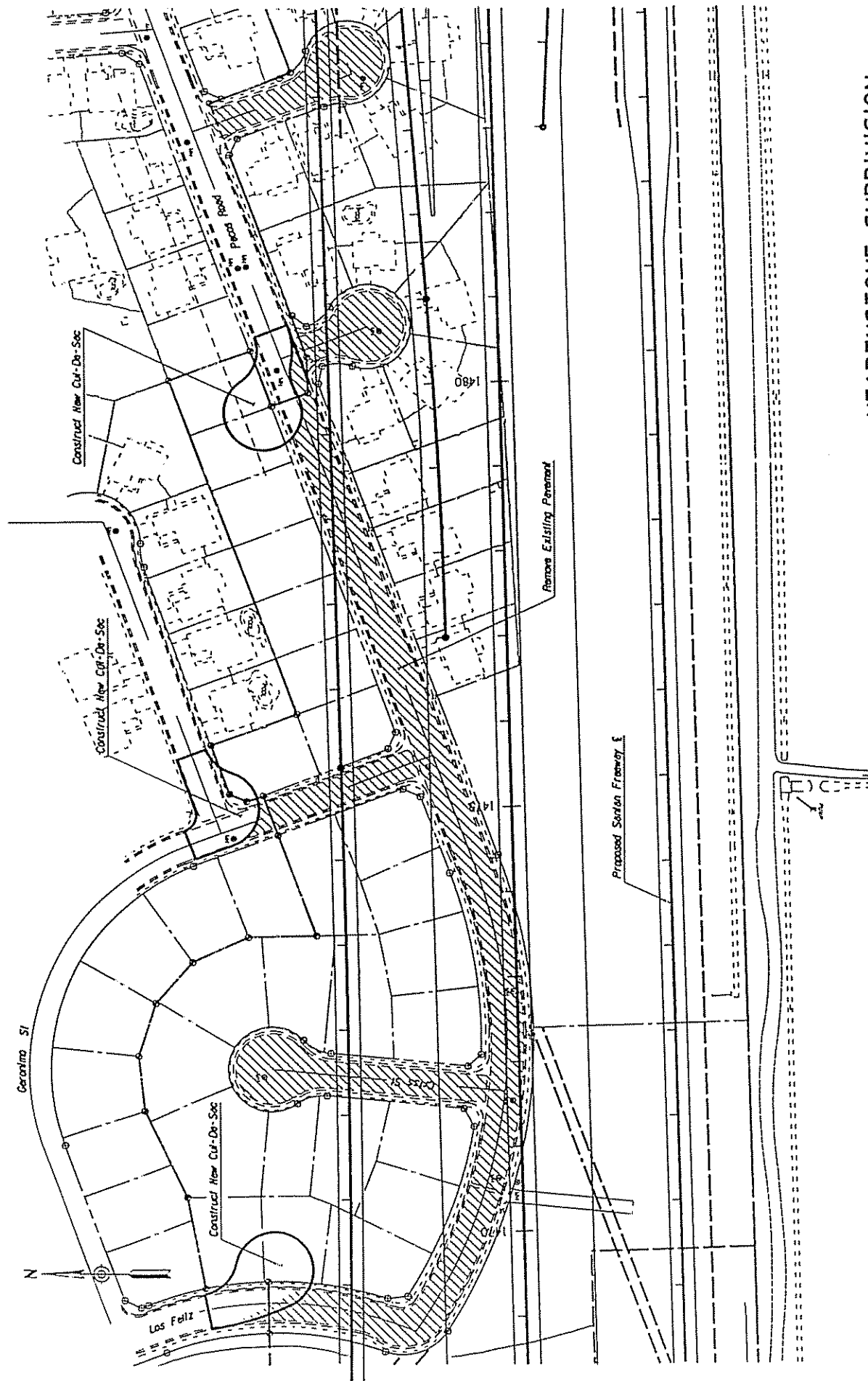
CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 3004 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the 11<sup>th</sup> day of March, 1999, and that quorum was present thereat.

Carolyn Duna  
City Clerk

APPROVED AS TO FORM:

Gerrin M. O'Neill  
CITY ATTORNEY



# HEARTHSTONE SUBDIVISION NEW CUL-DE-SAC

APPROVAL OF THE CITY OF CHANDLER ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF CHANDLER and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 11<sup>th</sup> day of March, 1999.

Dennis M. O'Neill

City Attorney





JANET NAPOLITANO  
ATTORNEY GENERAL

STATE OF ARIZONA  
OFFICE OF THE ATTORNEY GENERAL  
1275 WEST WASHINGTON, PHOENIX 85007-2997

TRN Main: (602) 542-1680  
Direct: (602) 542-8837  
Fax: (602) 542-3646  
MAIN PHONE : 542-5025  
TELECOPIER : 542-4085


**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR98-2370TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED April 28, 1999.

JANET NAPOLITANO  
Attorney General

  
JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/20532

Enc.